



WASHOE COUNTY

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CM/ACM KS
Finance DW
DA _____
Risk Mgt. DE
HR N/A
Other N/A

STAFF REPORT BOARD MEETING DATE: April 14, 2015

DATE: March 20, 2015
TO: Board of County Commissioners
FROM: Bill Wardell, Project Coordinator, Engineering and Capital Projects
Community Services Department, 328-3763, bwardell@washoecounty.us
THROUGH: Dwayne Smith, P.E., Division Director, Engineering and Capital Projects,
Community Services Department, 328-2043, desmith@washoecounty.us
SUBJECT: Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Building A – West End Remodel and Mechanical Upgrades Project recommended [Sullivan Structures, LLC, \$384,810]. (Commission District 3.)

SUMMARY

The subject project is the remodeling the West End of Building A of the main Washoe County Complex located at 1001 E. 9th Street. The remodel project includes existing Community Services Department (CSD) work areas for Finance, Administration, Engineering, Code Enforcement, Customer Service and Planning and Development.

This project and the relocation of the remaining staff from the Energy Way building was planned as part of the December 31, 2014, merger of the Washoe County Water Utility and the Truckee Meadows Water Authority. Funding for this project is from the Washoe County Utility with a small portion allocated to the Western Regional Water Commission (WRWC). The project also creates the opportunity to perform upgrades to the heating and cooling system and will use available funding from the Capital Facilities fund. The estimated construction work schedule is 50 days.

Sealed bids for the CSD Remodel and Mechanical Upgrades Project were opened on April 1, 2015. Only one bid was received for the project:

Building A – West End Remodel and Mechanical Upgrades Project	
Bidder	Amount
Sullivan Structures, LLC	\$384,810
Engineer's Estimate	\$285,000

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

There has been no previous action taken.

BACKGROUND

The remodel is to accommodate the relocation of 25 staff from the current Utility Services Department building located at 4930 Energy Way to the West End of Building A at the County Complex. The project will consist of the selective demolition and subsequent reconstruction of interior partitions to create new centralized offices for staff and erection of systems furniture panels reused from various areas adjacent to the south and west side windows.

The relocation will move the sewer, reclaim and stormwater customer service functions as well as finance, engineering and Western Regional Water Commission functions to the main County complex. Relocation of these functions increase the ability to share resources and personnel while also reducing lease space costs associated with the Energy Way building. The total construction schedule encompasses approximately 50 working days.

Taking advantage of this remodel project, older and inefficient mechanical (heating, cooling and ventilation) systems and ducting in that portion of Building A will be upgraded or replaced to provide a higher level of service and reliability. Existing capital facilities funds will be used for this part of the project.

FISCAL IMPACT

Budget authority and funding will be allocated between three sources as follows: \$315,220 from cost center 664950, account 711502 (Sewer); \$10,000 from project number WP310700, account 711502 (WRWC); and \$59,590 from project number CF890206, account 781080 (Capital Facilities).

The completion of this renovation will allow Washoe County to retire the lease for the Energy Way facility reducing the expenditure of approximately \$27,900 per month from the Sewer utility.

RECOMMENDATION

It is recommended that the Board of County Commissioners award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Building A – West End Remodel and Mechanical Upgrades Project recommended [Sullivan Structures, LLC, \$384,810].

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be. "Move to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Building A – West End Remodel and Mechanical Upgrades Project recommended [Sullivan Structures, LLC, \$384,810]."

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the **Fourteenth** day of **April** in the year **Two Thousand Fifteen**

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Washoe County Community Services - Engineering & Capital Projects Division
1001 E. Ninth Street, A255
Reno, Nevada 89512
Telephone Number: 775-328-2040
Fax Number: 775-328-3699

and the Contractor:

(Name, legal status, address and other information)

Sullivan Structures, LLC
1325 Dunbar Circle
Washoe Valley, NV 89704
Telephone Number: 323-7242
NV Contractors License #74914

for the following Project:

(Name, location and detailed description)

Community Services Building A-West End Remodel and Mechanical Upgrades Project
1001 E. Ninth Street, Building A
Reno, Nevada 89512

1. WORK UNDER THIS CONTRACT: includes but is not limited to, all material, labor, tools, expendable equipment, utility and transportation service, and all incidental items necessary to perform and complete the required Scope of Work in a workmanlike manner, complete and on schedule.

A. The site address of the Work to be performed is **1001 E. Ninth St – Bldg A Reno, NV 89512**

The Scope of Work includes the following:

This project is generally described as the selective demolition and off-site removal and disposal as required of existing walls, electrical and associated infrastructure as well as HVAC ducts, controls and appurtenances as required. All doors, door frames and interior windows are to be carefully removed and stored for use in the remodel. Storage space has been set aside and to be coordinated with Project Manager. The project will also include the installation of new walls with electrical, data installation and lighting modifications as required per the plan as well as HVAC systems equipment, devices and controls including modifications and extensions of existing water lines for new equipment. Patching, repair or replacement of existing carpet with Owner supplied carpet as well as drywall, ceiling and any other finish is to be included. All data and VOIP installation to be performed by ACTS per the attached proposal. The General Contractor shall retain the services of ACTS as a sub-contractor and manage all work as well as scheduling as required. All

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

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Architectural, Mechanical, Electrical and Fire Suppression design documents supplied in Bid package. The furniture take down, setup and moving is under separate contract with Reno Business Interiors. The General Contractor shall retain Reno Business Interiors to perform the work described in their proposal per the attached proposal. All coordination and scheduling with RBI to be done by the General Contractor. Part of the scope of work will include providing connections in walls for systems furniture panels for electrical and data as noted on the included electrical design documents and specifications. The General Contractor is to provide cleanup at the conclusion of each phase.

B. Limitations of Work consists of the following:

The scheduling of the Work will be both 7:00 AM to 5:00 PM (for work that does not significantly interrupt the occupants), five days a week and after hours evening work 5:00 PM to 1:30 AM (for work that cannot be performed while the space is occupied). Some work can/shall be performed on second shift or weekend schedule in order to conform with the required project schedule. The General Contractor shall allow for this additional scheduling when preparing the required schedule and clearly define dates and times in the schedule. Other scheduling arrangements can be accommodated as required. Noise and air pollution controls will be required to prevent air pollution and residential standards. Phase areas to be encapsulated with dust control plastic, i.e. "Visqueen" for duration of work within the phase areas. Construction traffic will be required to minimize obstruction and delays. Designated parking areas to be reviewed and compliance required by all construction workers during regular business hours as indicated.

2. **CONFORM WITH THE FOLLOWING SCHEDULE:** The scope of work shall be substantially complete in compliance with the owner schedule provided and all punch list items completed within Fifty (50) calendar days from the date of notice to proceed. Provide a detailed construction schedule as previously indicated in the "Notice to Contractors" section.

3. **PERMITS AND LICENSES:** The Prime Contractor shall procure, at his expense, all permits, licenses, insurance policies, etc. as may be necessary to comply with Federal, State or local laws in the performance of the work, unless noted otherwise in the Specifications. All work to be performed shall be done by qualified and appropriately licensed mechanics. The owner will pay the cost for the building permit prior to commencement of work.

The Architect:

(Name, legal status, address and other information)

MSA Engineering Consultants (Mechanical Scope Only)

4599 Longley Lane

Reno, Nevada 89502

Telephone Number: 775-828-4889

Fax Number: 775-828-4894

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement of Work shall be fixed in a Notice to Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **Fifty (50) calendar** days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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Portion of Work	Substantial Completion Date
Phase 1 Completed by	May 8, 2015
Phase 2 completed by	June 1, 2015
Phase 3 completed by	June 19, 2015
Phase 4 (Substantial Completion)	July 2, 2015

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

The Prime Contractor and his surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete: One Thousand Dollars (\$1,000.00)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Three Hundred Eighty Four thousand Eight Hundred ten dollars and 00 cents (\$ 384,810.00)**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Add for door frame in hollow metal	\$230.00 per unit
Add for door frame in wood	\$720.00 per unit
Add for seismic ties for ceiling	\$3.25 each

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **Fifth** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the **Fifteenth** day of the **Following** month. If an Application for Payment is received by the Architect after the application date fixed above,

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payment shall be made by the Owner not later than **Thirty (30)** days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **Ten percent (10%)**. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Ten percent (10%)**;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Upon written request by the Contractor the Owner may reduce retention to 2.5% after completion of 50% of the work.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final Payment will be issued 30 days after the filing of a Notice of Completion with the County Recorder's Office

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

In accordance with NRS 338.150, if a dispute arising between the public body and the contractor engaged on this public work which cannot otherwise be settled informally, the parties agree to utilize a mutually agreeable form of alternate dispute resolution before initiation of a judicial action. The parties to this contract further agree that if a judicial action is commenced by a party, the fir for any such action shall be the court of competent jurisdiction within Washoe County and the terms of this contract shall be interpreted and controlled in accordance with Nevada law. Additionally, neither party, whether or not considered to be a prevailing party by a court of competent jurisdiction shall make a motion for or be entitled to an award by the court of attorney's fees as a result of any court proceeding.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

STATE OF NEVADA COURT ANNEXED ARBITRATION PROGRAM

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

Interest rates as determined by Article 13.6.1 of the Project Supplementary Conditions

§ 8.3 The Owner's representative:

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(Name, address and other information)

Bill Wardell, Project Coordinator
1001 E. Ninth Street Reno, NV 89512
Telephone Number: 775-328-3763
Cell Number: 775-750-7325
Fax Number: 775-328-3699

§ 8.4 The Contractor's representative:
(Name, address and other information)

Sullivan Structures, LLC
Pat Sullivan – Managing Partner
1325 Dunbar Circle
Washoe Valley, NV 89704
Telephone Number: 775-323-7242
Telephone Number: 775-240-1999
NV Contractors License #74914

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
SC-1 through SC-6	Supplementary Conditions	March 31, 2015	6

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See Attached

Section	Title	Date	Pages
Specifications	Index	March 31, 2015	2, 3

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Attached

Number	Title	Date
Construction Documents	A0.0 Cover Sheet	March 30, 2015

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	March 20, 2015	3
2	March 24, 2015	15
3	March 30, 2015	28
4	March 30, 2015	4
5	March 31, 2015	4

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

The Contractor’s complete bid package submitted to the Owner on April 1, 2015

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond Listed in Exhibit A	Limit of liability or bond amount (\$0.00)
	\$384,810.00

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Marsha Berkgigler, Chair
Washoe County Commission
(Printed name and title)

CONTRACTOR *(Signature)*

Pat Sullivan, Managing Partner
Sullivan Structures, LLC
(Printed name and title)

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